



Contract Number

23-1281

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	William L. Gilbert
Telephone Number	(909) 580-6150
Contractor	Oak Grove Manor LLC
Contractor Representative	
Telephone Number	
Contract Term	12/5/2023 – 12/4/2028
Original Contract Amount	Non-Financial
Amendment Amount	
Total Contract Amount	Non-Financial
Cost Center	

TRANSFER AGREEMENT

This Transfer Agreement ("Agreement") is entered into by and between San Bernardino County (County) on behalf of Arrowhead Regional Medical Center ("Medical Center") and Oak Grove Manor LLC ("Facility").

WHEREAS, the parties have determined that it would be in the best interest of patient care to enter into a transfer agreement so that Facility may, under certain circumstances, transfer patients who have a need for a higher level of care from Facility to Medical Center.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

I. TRANSFER ARRANGEMENTS

- A. Prior to transferring a patient who needs a higher level of care from Facility to Medical Center, a physician at the Facility shall determine and document that the patient is appropriate for transfer in accordance with all applicable Federal and State laws and regulations, the Healthcare Facilities Accreditation Program (HFAP) and any other applicable bodies as well as with applicable requirements of the Facility's transfer policy.
- B. A physician or other medical personnel at the Facility shall telephonically notify a physician at Medical Center of the need for transfer, provide all information requested about the patient to the physician at

Medical Center, and obtain approval from the physician at the Medical Center to transfer the patient to Medical Center.

- C. Subject to the limitations of applicable laws, including, but not limited to the Emergency Medical Treatment and Labor Act (EMTALA), the decision of whether to accept a patient for transfer from Facility to Medical Center under this Agreement will be made by the Medical Center at its sole discretion, and may be based on Medical Center's admission criteria relating to appropriate bed, personnel and equipment, and Medical Center's determination of whether it has the capability and capacity to treat the patient proposed to be transferred for the higher level of care.
- D. Once Medical Center has agreed to the transfer, the Facility shall arrange and coordinate the transportation of the patient to the Medical Center, at Facility's, and shall assume full responsibility for the patient's medical care and safety during transport. A physician at the Facility shall, based on the physician's medical judgment and given the patient's condition, designate the appropriate level of care, including qualified personnel and appropriate equipment needed during the transport. Medical Center shall not be responsible for the provision of medical care of the patient until arrival at Medical Center.
- E. Personnel and/or a physician at Facility shall send to the Medical Center, with the patient, all information concerning the patient, which is required to ensure continuity of care, including but not limited to, a transfer summary, copies of appropriate portions of the patient's medical record, and any other information which is medically appropriate or required by Federal or State law or regulation. Original versions of medical records that are maintained by each party shall remain the property of that party.
- F. A physician at Facility shall notify the patient or patient's legal representative of the transfer and shall provide any additional information required by State and Federal law or regulation and shall secure the written informed consent of the patient or the patient's legal representative (if authorized by law), to the transfer, prior to transferring the patient to Medical Center. Informed consent for transfer shall be appropriately documented and obtained in writing in accordance with appropriate Federal or State laws or regulations.
- G. Personnel at Facility shall be responsible for assuring that the patient is accompanied by any personal effects that the patient brought to Facility or shall otherwise make appropriate disposition of the patient's personal effects to the patient's legal representative or family.
- H. Medical Center agrees to accept and provide appropriate medical treatment to each patient who arrives at Medical Center for whom a physician at Medical Center and Medical Center has consented and confirmed acceptance of transfer. Services provided by Medical Center shall be provided regardless of patients' race, color, creed, sex, age, disability, national origin, or any other protected class under State or Federal law.
- I. Medical Center agrees to meet the expectations identified below, relative to the safe quality provision of care, treatment, and/or service:
 - 1. Abide by applicable law, regulation, and Medical Center policy in the provision of care, treatment, and service.
 - 2. Abide by applicable standards of accrediting and certifying agencies to which the Medical Center itself must adhere.
 - 3. Assure that care, treatment, and/or service is provided in a safe, effective, efficient, and timely manner emphasizing the need to – as applicable to the scope and nature of the contract service – improve health outcomes and prevent and reduce medical errors.
- J. If requested by Medical Center, Facility shall accept the return of patients who were originally transferred from Facility to Medical Center for higher level of care services after the higher level of care is provided at Medical Center as determined in the professional medical judgement of the

patient's physician at Medical Center. If Facility is unwilling or unable to accept the return of a patient after being notified by Medical Center that the patient is ready to be returned to Facility, Facility shall reimburse County and its medical providers (including its physicians and allied health professionals) for any services or days that the patient remains at Medical Center beyond the date the patient is ready for a return transfer to Facility at the rate billed by Medical Center in accordance with its chargemaster.

II. TRANSFERS INVOLVING RETURN TO Facility

In the event a patient is transferred to Medical Center for a specific test or procedure and the patient will be returning to Facility, the following additional procedures shall be followed:

1. A physician at Facility shall, in addition to any applicable requirements in Section I above, obtain informed consent from the patient proposed to be transferred for the specific test or procedure from the patient or patient's legal representative (if authorized by law). Where required, such consent shall be documented in writing in accordance with applicable Federal and State laws.
2. Medical Center shall be responsible for assuring that the contemplated procedure is performed and that the patient is returned to Facility, at Facility's cost. A physician at Medical Center shall also obtain the patient's informed written consent for the specific test or procedure(s) to be performed, where required by law.
3. Before returning the patient to Facility, a physician at Medical Center shall determine that the patient is appropriate for transfer according to all applicable laws and based on the patient's health status.
4. When the patient is returned to Facility, personnel and/or physician at the Medical Center shall assure that all appropriate information necessary for continuity of care for the patient is returned with the patient to Facility.
5. Medical Center shall be responsible for coordinating the patient's return to Facility, but Facility shall be responsible for paying for the cost of transport or ensuring that payment is appropriately provided for the transport. To the extent Medical Center pays for the cost of such transport, Facility shall reimburse Medical Center for such costs within 30 days after a request for reimbursement is made by Medical Center.
6. Facility agrees to accept the patient for continued care upon completion of the procedure at Medical Center that necessitated the transfer.

III. GENERAL PROVISIONS

A. Legality and Severability

The parties' actions under this Agreement shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Agreement are specifically made severable. If a provision of the Agreement is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

B. Representation of the County

In the performance of this Agreement, Facility, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County or Medical Center.

C. Relationship of the Parties

Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

D. Primary Point of Contact

The parties will designate an individual to serve as the primary point of contact for this Agreement. Each party or designee must respond to the other parties' inquiries within two (2) business days. The parties shall not change the primary contact without written acknowledgement to the other party. Each party will also designate a back-up point of contact in the event the primary contact is not available.

E. Change of Address

Each party shall notify the other party in writing, of any change in mailing address within ten (10) business days of the change.

F. Agreement Assignability

Without the prior written consent of the other party, the Agreement is not assignable by either party either in whole or in part.

G. Agreement Modification

The parties agree any alterations, variations, modifications, or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the person(s) authorized to do so on behalf of Facility and County.

H. Duration of Terms

This Agreement, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Agreement.

I. Time of the Essence

Time is of the essence in performance of this Agreement and of each of its provisions.

J. Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

K. Mutual Covenants

The parties to this Agreement mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

L. Agreement Exclusivity

This is not an exclusive Agreement. The parties reserve the right to enter into a contract with other entities for the same or similar services.

M. Notification Regarding Performance

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under the Agreement, the parties agree to notify the other party within one (1) working day, in writing and by telephone.

N. Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

O. Venue

The parties acknowledge and agree that this Agreement was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

P. Choice of Law

This Agreement shall be governed by and construed according to the laws of the State of California.

Q. Licenses, Permits and/or Certifications

Each party shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The parties shall maintain these licenses, permits and/or certifications in effect for the duration of this Agreement. Each party will notify the other party immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Agreement.

R. Conflict of Interest

Facility shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Facility shall make a reasonable effort to prevent its employees, or members of its governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law.

S. Improper Consideration

Facility shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Agreement.

Facility shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Facility. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

T. Former County Administrative Officials

Facility agrees to provide, or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Facility. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Facility. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

U. Improper Influence

Facility shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Agreement or any competing offer, shall

have any direct or indirect financial interest resulting from the award of the Agreement or shall have any relationship to the Facility or officer or employee of the Facility.

V. Material Misstatement/Misrepresentation

If during the course of the administration of this Agreement, the County determines that Facility has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Agreement may be immediately terminated. If this Agreement is terminated according to this provision, the County is entitled to pursue any available legal remedies.

W. Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Agreement or the parties' relationship with each other may be made or used without prior written approval of each party.

X. Employment Discrimination

During the term of the Agreement, the parties shall not willfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, gender, marital status, age, political affiliation, disability or sexual orientation. The parties shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

Y. Informal Dispute Resolution

In the event that a party determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

AA. Records

The parties shall maintain all records and books pertaining to the delivery of services under this Agreement and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Agreement requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Agreement.

All records relating to the parties' personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Agreement shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

During the term of this Agreement, plus four (4) years after the term, both parties will comply with all applicable requirements of 42 CFR Section 420.302, including without limitation: (i) retaining required documents, and (ii) giving the US Comptroller General, HHS, and their duly authorized representatives access to its contract, books, documents, and records related to the sale under this Agreement and those of any organizations related to the parties.

BB. Health Insurance Portability and Accountability Act (HIPAA)

The parties agree to comply with all applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), 42 United States Code 1320d et seq., and its implementing regulations, including but not limited to, 45 Code of Federal Regulations Parts 160, 162 and 164, and patient confidentiality laws, including but not limited to California Civil Code 56 et seq., and Health and Safety

Code 1280.15 and 130200 et seq., and the requirements of the Health Information Technology for Economic and Clinical Health Act (HITECH), as incorporated in the American Recovery and Reinvestment Act of 2009, Public Law 111-5 and any implementing regulations.

CC. Debarment and Suspension

FACILITY hereby represents and warrants that it is not and at no time has been convicted of any criminal offense related to health care nor has been debarred, excluded, or otherwise ineligible for participation in any federal or state government health care program, including Medicare and Medicaid. Further, Facility represents and warrants that no proceedings or investigations are currently pending or to FACILITY's knowledge threatened by any federal or state agency seeking to exclude Facility from such programs or to sanction Facility for any violation of any rule or regulation of such programs. In the event that Facility becomes debarred, excluded, or otherwise ineligible for participation in any federal or state government health care program, Medical Center shall have the right to terminate this Agreement upon notice to Facility.

IV. FISCAL PROVISIONS

Facility and Medical Center shall bill in accordance with their usual and customary practices, including billing those parties financially responsible for the care rendered to the patient by their respective Facility. Except as otherwise specified in this Agreement, neither party shall have liability to the other for the other party's charges. Each party agrees to provide information in its possession to the other party and such physicians or professional providers sufficient to enable them to bill the patients, responsibly party, or appropriate third party payor.

V. INDEMINIFICATION AND INSURANCE REQUIREMENTS

A. Indemnification

Facility agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County (including the Medical Center) and its authorized officers, employees, agents and volunteers (collectively, "Indemnitees") from any and all claims, actions, losses, damages and/or liability directly or indirectly arising out of or resulting from the negligent acts, errors or omissions, or willful misconduct of Facility. Facility's indemnification obligation shall apply regardless of the existence or degree of fault of Indemnitees and applies to Indemnitee's "passive" negligence, but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

B. Additional Insured

All insurance policies of Facility, except for Worker's Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

C. Waiver of Subrogation Rights

Facility shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Facility and Facility's employees or agents from waiving the right of subrogation prior to a loss or claim. Facility hereby waives all rights of subrogation against the County.

D. Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

E. Severability of Interests

Facility agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between Facility and the County or between the County and any other insured or additional insured under the policy.

F. Proof of Coverage

Facility shall furnish Certificates of Insurance to Medical Center evidencing the insurance coverage at the time the Agreement is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Medical Center, and Facility shall maintain such insurance from the time Facility commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, Facility shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G. Acceptability of Insurance Carrier

Unless otherwise approved by County Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

H. Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by County Risk Management.

I. Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Agreement or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Facility.

J. Insurance Review

Insurance requirements are subject to periodic review by the County. The County Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Facility agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

K. Facility agrees to provide insurance set forth in accordance with the requirements herein. If Facility uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Facility agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, Facility shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

1. Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Facility and all risks to such persons under this contract.

With respect to entities that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

2. Commercial/General Liability Insurance – Facility shall carry General Liability Insurance covering all operations performed by or on behalf of Facility providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 - a. Premises operations and mobile equipment.
 - b. Products and completed operations.
 - c. Broad form property damage (including completed operations).
 - d. Explosion, collapse and underground hazards.
 - e. Personal injury.
 - f. Contractual liability.
 - g. \$2,000,000 general aggregate limit.

3. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If Facility is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If Facility owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

4. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
5. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

6. Cyber Liability Insurance – Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

7. Abuse/Molestation Insurance – Facility shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

VI. RIGHT TO MONITOR AND AUDIT

- A. The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, pertaining specifically to this Agreement, and other pertinent items as requested, and shall have absolute right to monitor the compliance of Facility to the terms of this Agreement. Facility shall give full cooperation, in any auditing or monitoring conducted. Facility shall cooperate with the County in the implementation, monitoring, and evaluation of this Agreement and comply with any and all reporting requirements established by the County.
- B. All records pertaining to services delivered shall be available for examination and audit by County representatives for a period of three years after final payment under this Agreement or until all pending County, State and Federal audits are completed, whichever is later.

VII. EXCLUDED PROVIDERS

Facility shall comply with the United States Department of Health and Human Services (HHS), Office of Inspector General (OIG) requirements related to eligibility for participation in Federal and State health care programs. State and Federal law prohibits any payment to be made by Medicare, Medicaid (Medi-Cal) or any other federal health care program for any item or service that has been furnished by a patient or entity that has been excluded or has been furnished at the medical direction or prescription of a physician, or other authorized person, who is excluded when the person furnishing the item or service knew or had reason to know, of the exclusion.

Facility shall screen all current and prospective employees, physicians, partners and persons having five percent (5%) or more of direct ownership or controlling interest of the Facility for eligibility against the OIG's List of Excluded Patients/Entities to ensure that ineligible persons are not employed or retained to provide services related to this Agreement. The OIG's website can be accessed at: <http://oig.hhs.gov/fraud/exclusions.asp>.

Facility shall have a policy regarding sanctioned or excluded employees, physicians, partners and owners that includes the requirement for these patients to notify the Facility should the patient become sanctioned or excluded by OIG.

Facility shall immediately notify ARMC's Chief Compliance Officer should an employee, physician, partner or owner become sanctioned or excluded by OIG and/or HHS and prohibit such person from providing any services, either directly or indirectly, related to this Agreement.

VIII. CORRECTION OF PERFORMANCE DEFICIENCIES

- A. Failure by Facility to comply with any of the provisions, covenants, requirements or conditions of this Agreement shall be a material breach of this Agreement.
- B. In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Agreement:
 1. Afford Facility thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
 2. Terminate this Agreement immediately. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County.

IX. TERM OF AGREEMENT

This Agreement shall be effective as of December 5, 2023 ("Effective Date") and shall continue for a term of five years up through December 4, 2028, but may be terminated earlier in accordance with the provisions of this Agreement. The Medical Center Hospital Director is authorized to initiate the termination on behalf of the County.

The County and Facility each reserve the right to terminate the Agreement, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Should either party fail to maintain its license or accreditation, or if either party is no longer able to provide the service for which this Agreement was entered into, this Agreement shall automatically terminate.

In the event that a patient transferred by Facility to Medical Center is an inpatient at Medical Center as of the date of any termination or expiration of this Agreement, the parties duties and responsibilities under this Agreement shall continue as to that patient up until the date and time the patient is transferred back to Facility or discharged from Medical Center, except that Facility's obligation to pay or reimburse the County shall survive the termination or expiration of the Agreement.

X. NOTICES

All written notices provided for in this Agreement or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

Arrowhead Regional Medical Center
400 N. Pepper Avenue
Colton, CA 92324
Attn: Hospital Director

Oak Grove Manor LLC
3148 Arden Avenue
San Bernardino, CA 92404
Attn: Eleanor Posner

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

XI. CALIFORNIA CONSUMER PRIVACY ACT

To the extent applicable, if Facility is a business that collects the personal information of a consumer(s) in performing services pursuant to this Agreement, Facility must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at California Civil Code section 1798.140. Facility must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Facility must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Agreement. Facility must immediately provide to the County any notice provided by a consumer to Facility pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Agreement. Facility must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b) concerning the Services provided under this Agreement.

XII. ENTIRE AGREEMENT

This Agreement represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

XIII. CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)

Facility has disclosed to the County using Attachment 1 - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the County Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the 12 months before the date this Agreement was approved by the Board of Supervisors. Facility acknowledges that under Government Code section 84308, Facility is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Agreement.

In the event of a proposed amendment to this Agreement, the Facility will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Facility or by a parent, subsidiary or otherwise related business entity of Facility.

XIV. SIGNATURES

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, San Bernardino County on behalf of Arrowhead Regional Medical Center and the Facility have each caused this Agreement to be subscribed by their respective duly authorized officers, on their behalf.

SAN BERNARDINO COUNTY on behalf of Arrowhead
Regional Medical Center

► Dawn Rowe
Dawn Rowe, Chair, Board of Supervisors
DEC 05 2023

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

By Lyndee Monell
Clerk of the Board of Supervisors
San Bernardino County
Deputy



FOR COUNTY USE ONLY

Approved as to Legal Form

Charles Phan, Deputy County Counsel

Date 11/8/2023

Revised 1/10/23

Reviewed for Contract Compliance

Date _____

OAK GROVE MANOR LLC

(Print or type name of corporation, company, contractor, etc.)

By

Eleanor Posner
Eleanor Posner (Nov 2, 2023 15:31 PDT)

(Authorized signature - sign in blue ink)

Name

Eleanor Posner

(Print or type name of person signing contract)

Title

Chief Executive Officer

(Print or Type)

Dated: Nov 2, 2023

Address 3148 Arden Avenue

San Bernardino, CA 92404

Reviewed/Approved by Department

William L. Gilbert, Hospital Director

Date

11/9/23



ATTACHMENT 1

Senate Bill 1439 Contractor Information Report

DEFINITIONS

Actively supporting the matter: (a) Communicate directly, either in person or in writing, with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] with the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. All references to the term "Contractor" in this Attachment refer to Facility. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Oak Grove Manor, LLC

2. Name of Principal (i.e., CEO/President) of Contractor, if the individual actively supports the matter and has a financial interest in the decision:

Eleanor I. Posner

3. Name of agent of Contractor:

Company Name	Agent(s)
Posner Management, LLC	Eleanor I. Posner

4. Name of any known lobbyist(s) who actively supports or opposes this matter:

Company Name	Contact
N/A	

5. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
N/A		

6. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes ☐

No ☒

7. Name of any known individuals/companies who are not listed in Questions 1-5, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	

8. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-7?

No ☒ If no, please skip Question No. 9.

Yes ☐ If yes, please continue to complete this form.

9. Name of Board of Supervisor Member or other County elected officer: N/A

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Agreement, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-7 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Agreement is being considered and for 12 months after a final decision by the County.